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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DAVID A. STEBBINS,

Case No.: 8:24-cv-01486-JVS-KES

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vs.

JARROD JONES,

Defendant

Plaintiff,

STATUS REPORT OF MEET AND CONFER FOR MOTION TO COMPEL, AND MOTION OF CONTEMPT OF COURT

Pursuant to the Court's order to meet and confer prior to the filing of any motions, I, Jarrod Jones,

Pro Se Defendant, respectfully submit this status update concerning a Zoom conference held on October 18, 2024, at

1:00 PM with Plaintiff, David A. Stebbins. The meeting was intended to address Mr. Stebbins' planned motions to

compel and for contempt of court, as related to my alleged delay in the payment of the settlement.

During the meeting, I informed Mr. Stebbins of the reason for the brief delay in the October payment. My bank account had been temporarily frozen due to a fraud investigation after I discovered unauthorized charges. As a result, I was unable to access the necessary funds to make the payment by the October 5 deadline. The account was unfrozen on October 8, and I promptly made the payment, which cleared on October 9. Despite this explanation, Mr. Stebbins disregarded these facts and accused me of being dishonest, insisting that the delay was my fault and grounds for contempt of court.

Throughout the meeting, Mr. Stebbins repeatedly engaged in personal attacks and berated me, making it difficult to focus on the motions at hand. He began the discussion with an extended tirade, asserting that I needed a "kick in the rear with contempt charges" to ensure I make future payments on time. It is worth noting that

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contempt charges are payable to the court, not the Plaintiff, and such statements indicate an intent to misuse the legal process for personal gain.

Moreover, the Plaintiff made several unreasonable demands for information entirely unrelated to the settlement or any court order. He attempted to obtain personal details about my parents, their income sources, and the nature of their lives. These requests are irrelevant, as my parents are not parties to this case. Additionally, Mr. Stebbins wrongly asserted that my father's website (the domain of my email address) is a business, despite my clarification that it is a fan website for cars. His continued insistence on irrelevant details serves no legal purpose and appears to be an attempt to harass me.

Further, when I sought clarification on how such information was relevant to determining my net worth—an issue that was addressed during the settlement—Mr. Stebbins failed to provide a coherent response.

Instead, he resorted to making non-verbal expressions of frustration, which hindered any meaningful discussion.

Toward the end of the meeting, when I inquired about his proposed contempt motion, Mr.

Stebbins responded, "Offer me something," implying that the contempt motion would not be filed if I agreed to additional payments beyond what was stipulated in the settlement. This statement, combined with his earlier behavior, strongly suggests that Mr. Stebbins is seeking to coerce further payments from me through the threat of legal action, despite the matter already being resolved through the settlement agreement. Such conduct raises concerns about the misuse of legal processes for personal financial gain, rather than pursuing justice.

Following the meeting, Mr. Stebbins sent an email (attached as Exhibit A), in which he demanded that I pay an additional \$129 as a "prorated contempt fine" for the four-day delay in payment. He derived this figure by calculating 4/31st of a \$1,000 contempt charge. This demand is entirely baseless, as there has been no court-ordered fine, and no legal grounds exist for such a calculation. The delay was a direct result of a fraud investigation by my bank, not any willful disobedience on my part. I believe this demand reflects an attempt by Mr. Stebbins to extract additional payments outside the bonds of the court's authority.

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In closing, the October 18 meeting was not productive in resolving the issues at hand. Instead of

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focusing on the legal matters, Mr. Stebbins engaged in personal attacks, made irrelevant inquiries into my private life, and attempted to coerce additional payments through threats of contempt motions. Given that I have already made the required payments and provided a reasonable explanation for the brief delay, I respectfully request that the court dismiss any future motions related to this matter as unfounded and intended to harass.

Dated this day, 19 of October 2024.

Jarrod Jones, Pro Se Defendant

EXHIBIT A

David,

I disagree with your suggestion of a prorated \$129 contempt fine for a minor, four-day delay in payment. As I've mentioned before, this delay was caused by my bank account being frozen due to a fraud investigation—something entirely out of my control. Once my account was unfrozen, I made the payment immediately.

There has been no court order mandating any fine, and a four-day delay under these circumstances does not warrant contempt. Furthermore, the idea of a \$1,000 daily fine based on California law seems entirely misapplied here, as this was a minor delay, not a willful or egregious disregard of any court order.

I do not agree to any additional fines, as my compliance with the payment terms remains in good faith. I have already communicated the reason for the delay, and the payment was made as soon as I had access to my account.

Sincerely, Jarrod Jones

On 10/18/2024 1:44 PM, Acerthorn wrote:

As I said on Zoom, I had previously filed the Motion for Contempt on the understanding that the \$1,000 fine would have been for the single missed payment. You said on Zoom that California does it by fining you \$1,000 per day.

Your payment was 4 days late. That's 4/31, or 12.9% of the month.

\$1,000 for the whole month (which is what I previously assumed) times 12.9% is \$129.

So how about this: November 5, you owe me \$229, the \$100 you already owed me and the \$129 prorated contempt fine.

You might need to get a few extra hours at your part-time job to scoop that up, but then again, that's what you get for standing me up and not keeping in touch with me, and for not even attempting to consider alternatives.

How's that?

On Friday, October 18, 2024 at 02:57:10 PM CDT, Jarrod Jones < jarrod@stangranch.com> wrote:

https://us05web.zoom.us/j/85960040008?pwd=QJxGgnJ0OcKnUtOcqdDWrWaqVVc0MA.1